



Vendor Application & Agreement

Application Deadline: April 3, 2020

Sunday, April 26, 2020 • 12 – 4 p.m.

Bohrer Park at Summit Hall Farm

506 South Frederick Ave., Gaithersburg, MD, 20877

Return with payment to:

MCHS, 601 South Stonestreet Avenue, Rockville, MD 20850

CHECKS PAYABLE TO MCHS (Montgomery County Humane Society)

Questions? Contact: City of Gaithersburg

Andi.Rosati@gaithersburgmd.gov

301-258-6350

VENDOR INFORMATION

Company/Organization Name _____

Contact _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Website _____

*The State of Maryland requires any person selling used or new products to charge 6% sales tax and have a Maryland Tax number. Vendors' names will be submitted to the Maryland State Comptroller's Office.

All Vendors must bring a 10 x 10 tent or rent from us. (See prices below.)

Tent must be labeled NFPA-701 or CA. State Fire Marshal Flame Certificate

FEES: Singles include 10x10 space, one 6' rectangular table and 2 chairs. **Doubles** include two 10x10 spaces, two 6' rectangular tables and 4 chairs.

() **Early Bird DOUBLE:** 2 Booths for \$225. Sign up before Feb. 21.

() **Early Bird SINGLE:** 1 Booth for \$150. Sign up before Feb. 21.

() **DOUBLE:** 2 Booths for \$250.

() **SINGLE:** 1 Booth for \$175.

() **Premium Spot Add-on:** \$50. First come, first served for endcap space.

() **Tent Fee:** \$115. A 10'x10' tent per space is required for participation.

No fee if vendor brings a tent. If bringing a tent-must provide tent weights and tent must be certified. (See details above.)

() **Late Fee:** \$50. For applications received after April 3. (Applications accepted on a case-by-case basis.)

() **Donate a product for our contest prizes (describe)** _____

() **Donate an item for the goody bag (first 500 paid guests) (describe)** _____

Food Vendors: () **FOOD VENDOR:** \$150 per 10' x 20' space *(does not include tent.)*

Along with your application, please submit the following **Mandatory** permits and details:

- Copy of Certificate of Insurance (Naming City of Gaithersburg and Montgomery County Humane Society as additionally insured.)
- Copy of Montgomery County Health Permit (Call MC Dept. of Health and Human Services for details.)
- Full menu with prices
- Type of set-up: _____ Tent _____ Trailer _____ Food Truck
- Dimensions of truck: _____
- Use of generator: YES NO (**Generator must be barricaded for safety and a fire extinguisher is required**)

Paws in the Park sponsorships are available. Contact Rachel Rosen at MCHS for more information at 240-547-4305

Rrosen@mchumane.org

Follow MCHS at [facebook.com/mchumane](https://www.facebook.com/mchumane) and City of Gaithersburg at [facebook.com/gburgmd](https://www.facebook.com/gburgmd)

Amt. Paid _____ **Payment:** ☐ Check (payable to MCHS) ☐ Visa ☐ MasterCard ☐ Discover

Credit Card # _____ **Exp. Date** _____

Name on Card _____ **Signature** _____

Address on credit card (if different from above) _____

Vendor Rules and Regulations

1. The Montgomery County Humane Society (MCHS) and the City of Gaithersburg (COG) reserve the right to prohibit any exhibit or portion of an exhibit which in its opinion is not in character with its mission.
2. The Vendor understands that no water or electricity will be supplied (except drinking water made available to dogs).
3. Attendees pay for entrance for the duration of the event, all booths must stay open from 12 p.m. until 4 p.m. **The Vendor agrees that no display may be dismantled or goods removed before 4 p.m.**
4. Vendors who prepare, sell, or give away food and beverage items will be required to obtain a permit from Montgomery County Dept. of Health and Human Services (MCHS and COG will not be responsible for obtaining or paying for any required permits.) The Vendor further agrees to hold MCHS and COG, harmless for any and all damages, fines, and/or penalties incurred as a result of a food and/or beverage vendor's failure to comply with all Montgomery County Dept. of Health and Human Services regulations.
5. The Vendor is prohibited from using the COG, MCHS or Paws in the Park logo for any purpose without the express prior written permission of MCHS and /or COG.
6. MCHS, COG, volunteers, staff and agents shall not be held liable for any damages, whether direct, indirect, general, special, consequential, punitive, or otherwise to the vendor, its products or exhibit, its agents, and employees or visitors, its exhibit whether occasioned by MCHS or COG, or either of their agents, volunteers or employees, or by another Vendor, and its agents and employees.
7. **This is a rain or shine event. In the event of hazardous conditions, City staff will provide instructions for exiting the park.** The Vendor understands that if weather conditions cause the event to be cancelled, no refund will be issued.
8. **Vendors must provide tent with weights (if not renting from us) and tent must be certified.**
9. **Smoking and vaping are prohibited** on all City property.
10. **Post event:** no cars permitted to event site until city staff provides permission to drive onsite.
11. The City of Gaithersburg is committed to making reasonable accommodations as required by the Americans with Disabilities Act and other applicable law. Your request for accommodations will in no way affect your acceptance status. Please describe any specific accommodations you are requesting based on physical, psychiatric, behavioral or other concerns. (Attach to this application.) All requests for accommodations must be made by April 10, 2020, to allow the City sufficient time to consider the request.
12. The City of Gaithersburg is committed to providing a safe and welcoming environment for everyone, in which all individuals are accepted and are treated with respect and dignity, and which is free from harassment of all kinds. The City expects all vendors, sponsors, volunteers and participants of any kind in City programs to treat each other and the public with courtesy and respect. The City has adopted a zero-tolerance policy and will not tolerate any level of harassment by program participants of any type.

I understand that any violation of any part of this agreement shall, at the election of the City and/or MCHS, result in the revocation and forfeiture of all rights and privileges, present and/or future, granted by the City and/or MCHS to the vendor, and in the event of such breach by the vendor and the election by the City and/or MCHS, all sums paid by the vendor to MCHS shall be forfeited to MCHS as liquidated damages. I understand that I will not hold the City and/or MCHS responsible if I do not make a profit. I am responsible for providing table covers and other miscellaneous items necessary for my booth operation. I hereby release the City of Gaithersburg and the Montgomery County Humane Society from all responsibility for theft or damage to any items involved with my booth operation.

I _____, an authorized agent of _____,
acknowledge and agree to the above Vendor Rules.

Signed: _____ Date: _____

Please keep a copy of these rules and regulations for your records.

Vendor contact: Andi Rosati
City of Gaithersburg
301-258-6350
andi.rosati@gaitHERsbuRgmD.gov

